

CHARLES H. SAMEL (SBN 182019)
charles.samel@stoel.com
EDWARD C. DUCKERS (SBN 242113)
ed.duckers@stoel.com
STOEL RIVES LLP
1 Montgomery Street, Suite 3230
San Francisco, CA 94104
Telephone: 415.617.8900

MATTHEW D. SEGAL (SBN 190938)
matthew.segal@stoel.com
MICHELLE J. ROSALES (SBN 343519)
michelle.rosales@stoel.com
STOEL RIVES LLP
500 Capitol Mall, Suite 1600
Sacramento, CA 95814
Telephone: 916.447.0700

TIMOTHY W. SNIDER (OSBN 034577, appearing *pro hac vice*)
timothy.snider@stoel.com
STOEL RIVES LLP
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205
Telephone: 503.224.3380

Attorneys for Pacific Seafood Defendants

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

BRAND LITTLE and ROBIN BURNS,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

PACIFIC SEAFOOD PROCUREMENT, LLC;
PACIFIC SEAFOOD PROCESSING, LLC;
PACIFIC SEAFOOD FLEET, LLC; PACIFIC
SEAFOOD DISTRIBUTION, LLC; PACIFIC
SEAFOOD USA, LLC; DULCICH, INC.;
PACIFIC SEAFOOD – EUREKA, LLC;
PACIFIC SEAFOOD – CHARLESTON, LLC;
PACIFIC SEAFOOD – WARRENTON, LLC;
PACIFIC SEAFOOD – NEWPORT, LLC;
PACIFIC SEAFOOD – BROOKINGS, LLC;
PACIFIC SEAFOOD – WESTPORT, LLC;

PACIFIC SEAFOOD DEFENDANTS
ANSWER TO PLAINTIFFS' SECOND
AMENDED CLASS ACTION COMPLAINT

Case No. 3:23-cv-01098-AGT

**PACIFIC SEAFOOD DEFENDANTS
ANSWER TO PLAINTIFFS' THIRD
AMENDED CLASS ACTION
COMPLAINT**

Judge: Honorable Alex G. Tse

PACIFIC SURIMI – NEWPORT LLC; BLUE RIVER SEAFOOD, INC.; SAFE COAST SEAFOODS, LLC; SAFE COAST SEAFOODS WASHINGTON, LLC; OCEAN GOLD SEAFOODS, INC.; NOR-CAL SEAFOOD, INC.; KEVIN LEE; AMERICAN SEAFOOD EXP, INC.; CALIFORNIA SHELLFISH COMPANY, INC.; ROBERT BUGATTO ENTERPRISES, INC.; ALASKA ICE SEAFOODS, INC.; LONG FISHERIES, INC.; CAITO FISHERIES, INC.; CAITO FISHERIES, LLC; SOUTHWIND FOODS, LLC; FISHERMEN’S CATCH, INC.; GLOBAL QUALITY FOODS, INC.; GLOBAL QUALITY SEAFOOD LLC; OCEAN KING FISH INC.; BORNSTEIN SEAFOODS, INC.; ASTORIA PACIFIC SEAFOODS, LLC; DA YANG SEAFOOD INC.; GREAT OCEAN SEAFOOD INC.; and DOES 32-60,

Defendants.

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Defendants Pacific Seafood Procurement, LLC, Pacific Seafood Distribution, LLC, Pacific Seafood Processing, LLC, Pacific Seafood Fleet, LLC (dissolved October 23, 2024), Pacific Seafood USA, LLC (dissolved October 23, 2024), Dulcich, Inc., Pacific Seafood – Eureka, LLC, Pacific Seafood – Charleston, LLC, Pacific Seafood – Warrenton, LLC, Pacific Seafood – Newport, LLC, Pacific Seafood – Brookings, LLC, Pacific Seafood – Westport, LLC, and Pacific Surimi – Newport, LLC, (collectively, “Pacific Seafood”) hereby answer Plaintiffs’ Second Amended Class Action Complaint, dated February 7, 2025 (Dkt. 255) (“Second Amended Complaint”). Any allegation not explicitly admitted is denied. By admitting that the Second Amended Complaint purports to characterize or quote particular documents, Pacific Seafood does not admit the truth of any assertion in the referenced document.

Moreover, headings, footnotes, screenshots or other images, charts, graphs, and figures contained within the Second Amended Complaint are not substantive allegations to which an answer is required. Any allegations contained therein do not comply with Federal Rule of Civil Procedure 10(b), providing that allegations be stated “in numbered paragraphs, each limited as far as practicable to a single set of circumstances.” To the extent headings are deemed to be substantive allegations to which an answer is required, Pacific Seafood denies the allegations. To the extent footnotes, screenshots or other images, charts, graphs, or figures in the Second Amended Complaint are deemed to be substantive allegations, then the response to the paragraph in which the footnote or figure is found is Pacific Seafood’s response to the footnote, chart, graph or figure as well.

Pacific Seafood by and for its Answer and Affirmative Defenses to Plaintiffs’ Second Amended Complaint states and alleges as follows:

INTRODUCTION

1. Pacific Seafood admits that: there currently are more than 1,000 independent commercial crabbers who are licensed to land Dungeness crab in California, coastal Washington, including Puget Sound, and Oregon; that Plaintiff Brand Little is a crabber; and that Plaintiff Robin Burns was married to a crabber, Kenny Burns. Pacific Seafood lacks knowledge or information

1 sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the
2 remaining allegations in this Paragraph on this basis. Unless expressly admitted, Pacific Seafood
3 denies the allegations in this Paragraph.

4 2. Pacific Seafood admits that the Dungeness crab fishery has become an important
5 fishery for Pacific Northwest commercial fishers. Pacific Seafood lacks knowledge or information
6 sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the
7 allegations in this Paragraph on this basis. Unless expressly admitted, Pacific Seafood denies the
8 allegations in this Paragraph.

9 3. Pacific Seafood admits that the “ex vessel price” means the price off the boat.
10 Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

11 4. Pacific Seafood denies the allegations in this Paragraph.

12 5. Pacific Seafood denies the allegations in this Paragraph.

13 6. Pacific Seafood denies the allegations in this Paragraph.

14 7. Pacific Seafood denies the allegations in this Paragraph.

15 8. Pacific Seafood denies the allegations in this Paragraph and each of its
16 subparagraphs.

17 9. Pacific Seafood lacks knowledge or information sufficient to admit or deny
18 allegations regarding the basis for Plaintiffs’ assertions, and accordingly denies the allegations in
19 this Paragraph pertaining to Plaintiffs’ basis for the Second Amended Complaint. Pacific Seafood
20 denies the remaining allegations in this Paragraph.

21 10. The allegations in this Paragraph contain legal conclusions to which no response is
22 required. To the extent a response is required, Pacific Seafood denies the allegations in this
23 Paragraph.

24 11. Pacific Seafood denies the allegations in this Paragraph, and specifically denies that
25 Pacific Seafood engaged in any illegal conduct, that Plaintiffs have been injured, and that Plaintiffs
26 are entitled to any compensation or injunctive relief whatsoever.

27

28

PARTIES

I. Plaintiffs

12. Pacific Seafood admits that Plaintiff Little is an individual residing in Auburn, California, and a commercial fisherman who fishes in various California ports and sells seafood at farmers markets, and who prior to March 2019 sold Dungeness crab to Pacific Seafood. Pacific Seafood further admits Pacific Seafood acquired Pezzolo Seafood in 2022. Pacific Seafood lacks knowledge or information sufficient to admit or deny other allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed co-Conspirator #1" and "Unnamed co-Conspirator #2," and for other reasons, and accordingly denies those allegations on this basis. Pacific Seafood denies that Pacific Seafood engaged in any unlawful conduct and that Plaintiff Little "was made the subject of a group boycott by Pacific Seafood." Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

13. Pacific Seafood admits that Plaintiff Burns is an individual residing in Eureka, California whose late husband, Kenneth Burns was a fisherman who fished for Dungeness crab, in addition to other species. Pacific Seafood lacks knowledge or information sufficient to admit or deny other allegations in this Paragraph, and accordingly denies those allegations in this Paragraph on this basis. Pacific Seafood denies that Pacific Seafood engaged in any unlawful conduct. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

II. Defendants

A. Pacific Seafood Defendants

14. Pacific Seafood admits the allegations in this Paragraph.

15. Pacific Seafood admits the allegations in this Paragraph, except that Pacific Seafood avers that the correct name for entity alleged as "Pacific Seafood – Charleston" is: Pacific Seafood – Charleston, LLC.

16. Pacific Seafood denies the allegations in this Paragraph. Pacific Seafood avers that Pacific Seafood Fleet, LLC was dissolved on October 23, 2024.

17. Pacific Seafood admits the allegations in this Paragraph.

1 18. Pacific Seafood denies the allegations in this Paragraph. Pacific Seafood avers that
2 Pacific Seafood USA, LLC was dissolved on October 23, 2024.

3 19. Pacific Seafood admits the allegations in this Paragraph.

4 20. Pacific Seafood admits only that Pacific Seafood – Eureka, LLC is a California
5 limited liability company and that the sole member of Pacific Seafood – Eureka, LLC is Defendant
6 Pacific Seafood Processing, LLC. Unless expressly admitted, Pacific Seafood denies the
7 allegations in this Paragraph.

8 21. Pacific Seafood admits only the allegations in the first, second, and third sentences
9 of this Paragraph. Unless expressly admitted, Pacific Seafood denies the allegations in this
10 Paragraph.

11 22. Pacific Seafood admits only the allegations in the first, second, and third sentences
12 of this Paragraph. Unless expressly admitted, Pacific Seafood denies the allegations in this
13 Paragraph.

14 23. Pacific Seafood admits only the allegations in the first, second, and third sentences
15 of this Paragraph. Unless expressly admitted, Pacific Seafood denies the allegations in this
16 Paragraph.

17 24. Pacific Seafood admits only the allegations in the first, second, and third sentences
18 of this Paragraph. Unless expressly admitted, Pacific Seafood denies the allegations in this
19 Paragraph.

20 25. Pacific Seafood admits only the allegations in the first, second, and third sentences
21 of this Paragraph. Unless expressly admitted, Pacific Seafood denies the allegations in this
22 Paragraph.

23 26. Pacific Seafood admits only the allegations in the second and third sentences of this
24 Paragraph. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

25 27. The allegations in this Paragraph contain legal conclusions to which no response is
26 required. To the extent a response is required, Pacific Seafood denies the allegations in this
27 Paragraph.

1 28. Pacific Seafood admits only that the Second Amended Complaint purports to
2 collectively refer to certain defendants as “Pacific Seafood.” Unless expressly admitted, Pacific
3 Seafood denies the allegations in this Paragraph.

4 29. The Paragraph purports to quote Pacific Seafood’s website. The contents of the
5 website and quotations from that website speak for themselves and do not require a response. To
6 the extent a response is required, Pacific Seafood admits that its website states that “Pacific Seafood
7 manages all parts of the supply chain from harvesting/fishing to processing, and distribution,” and
8 that Pacific Seafood employs “more than 3,000 team members across 40 facilities.” Unless
9 expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

10 30. Pacific Seafood admits only that it was started by Frank Dulcich Sr. and his son
11 Dominic, and that Frank Dulcich is the ultimate owner of Pacific Seafood. Unless expressly
12 admitted, Pacific Seafood denies the allegations in this Paragraph.

13 31. This Paragraph purports to refer to content published by the Portland Business
14 Journal, which speaks for itself and requires no response. To the extent a response is required,
15 Pacific Seafood denies the allegations in this Paragraph on this basis. Pacific Seafood denies any
16 remaining allegations in this Paragraph.

17 32. Pacific Seafood admits only that it previously acquired Keltic Seafood (now known
18 as Pac Seafood - Port Hardy, Ltd.) and that non-party Ocean Companies Holding Co., LLC owns
19 49% of Ocean Gold, Inc. Unless expressly admitted, Pacific Seafood denies the allegations in this
20 Paragraph.

21 33. This Paragraph does not require a response because it refers to content published by
22 the Portland Business Journal and content from Pacific Seafood’s website, all of which speaks for
23 itself and requires no response. To the extent a response is required, Pacific Seafood admits that
24 its website states that Pacific Seafood employs “more than 3,000 team members across 40
25 facilities.” Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

26 34. Pacific Seafood denies the allegations in this Paragraph.

27 35. Pacific Seafood denies the allegations in this Paragraph.

1 36. Pacific Seafood denies the allegations in this Paragraph.

2 37. This Paragraph purports to refer to litigation that is a matter of public record which
3 speaks for itself and to which no response is required. To the extent a response is required, Pacific
4 Seafood admits that the *Whaley* litigation was resolved by a settlement. Pacific Seafood further
5 responds that it lacks information sufficient to admit or deny allegations regarding the motive of
6 plaintiffs in commencing litigation against Pacific Seafood. Unless expressly admitted, Pacific
7 Seafood denies the allegations in this Paragraph.

8 38. Pacific Seafood denies the allegations in this Paragraph.

9 39. Pacific Seafood admits only that it employs Frank Dulcich, Dan Obradovich, Brett
10 Hester, John Moody, and Joe Cincotta. Rick Harris is no longer employed by Pacific Seafood.
11 Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

12 **B. Safe Coast Defendants**

13 40. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
14 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

15 41. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
16 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17 42. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19 43. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21 44. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
22 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

23 45. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph since Plaintiffs' counsel has refused to identify Confidential Buyer #1,
25 and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

26 46. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
27 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.
28

1 47. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 48. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5 49. Pacific Seafood denies the allegations in this Paragraph.

6 50. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
7 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 51. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
9 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 52. The allegations in this Paragraph contain legal conclusions to which no response is
11 required. To the extent a response is required, Pacific Seafood lacks knowledge or information
12 sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations
13 in this Paragraph on this basis.

14 **C. Ocean Gold Defendant**

15 53. Pacific Seafood admits the allegations in this Paragraph.

16 54. This Paragraph purports to refer to a settlement in litigation that is a matter of public
17 record and to quote content from Ocean Gold's website. The public record and website speak for
18 themselves and do not require a response. To the extent a response is required, Pacific Seafood
19 admits that Ocean Gold's website states: "*Our markets are primarily international in eastern*
20 *Europe and Asia. Our marketing partner, Pacific Seafoods, manages the sales piece of our*
21 *business.*" Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

22 55. Pacific Seafood admits the allegations in this Paragraph.

23 56. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

25 57. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
26 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 58. The allegations in this Paragraph contain legal conclusions to which no response is
2 required. To the extent a response is required, Pacific Seafood lacks knowledge or information
3 sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations
4 in this Paragraph on this basis.

5 **D. Nor-Cal Defendants**

6 59. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
7 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 60. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
9 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 61. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
11 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 62. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
13 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

14 63. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
15 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

16 64. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
17 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18 65. Pacific Seafood denies that it recommended to Kevin Lee that he “sell Nor-Cal “to
19 evade liability from the instant lawsuit.” Pacific Seafood lacks knowledge or information sufficient
20 to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining
21 allegations in this Paragraph on this basis.

22 66. The allegations in this Paragraph contain legal conclusions to which no response is
23 required. To the extent a response is required, Pacific Seafood lacks knowledge or information
24 sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations
25 in this Paragraph on this basis.

26

27

28

1 **E. ASE Defendant**

2 67. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
3 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4 68. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
5 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

6 69. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
7 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 70. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
9 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 71. The allegations in this Paragraph contain for a legal conclusion, and accordingly no
11 response is required. To the extent a response is required, Pacific Seafood lacks knowledge or
12 information sufficient to admit or deny those allegations, and accordingly denies the allegations in
13 this Paragraph on this basis.

14 **F. Hallmark Defendants**

15 72. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
16 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17 73. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19 74. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21 75. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
22 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

23 76. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

25 77. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
26 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

27 78. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
28 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 79. The allegations in this Paragraph contain legal conclusions to which no response is
 2 required. To the extent a response is required, Pacific Seafood lacks knowledge or information
 3 sufficient to admit or deny those allegations, and accordingly denies the allegations in this
 4 Paragraph on this basis.

5 **G. Fathom Defendants**

6 80. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 7 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 81. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 9 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 82. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 11 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 83. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 13 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

14 84. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 15 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

16 85. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 17 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18 86. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 19 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

20 87. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 21 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

22 88. The allegations in this Paragraph contain legal conclusions to which no response is
 23 required. To the extent a response is required, Pacific Seafood lacks knowledge or information
 24 sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations
 25 in this Paragraph on this basis.

H. Caito Defendants

89. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

90. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

91. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

92. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

93. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

94. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

95. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

96. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

I. Fisherman's Catch Defendant

97. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

98. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

99. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

100. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

101. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

J. Global Quality Defendants

102. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

103. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

104. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

105. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

106. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

107. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

108. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

K. Ocean King Defendant

109. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

110. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

111. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

112. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

113. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

L. Bornstein Defendants

114. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

115. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

116. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

117. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

118. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

119. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

120. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 **M. Da Yang Defendants**

2 121. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
3 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4 122. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
5 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

6 123. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
7 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 124. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
9 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 125. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
11 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 126. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
13 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

14 **N. Doe Defendants**

15 127. The allegations in this Paragraph contain legal conclusions to which no response is
16 required. To the extent a response is required, Pacific Seafood denies the allegations in this
17 Paragraph.

18 **III. Agents and Co-Conspirators**

19 128. Pacific Seafood denies the allegations in this Paragraph on this basis.

20 129. Pacific Seafood denies the allegations in this Paragraph.

21 130. Pacific Seafood denies the allegations in this Paragraph.

22 131. Pacific Seafood denies the allegations in this Paragraph.

23 132. The allegations in this Paragraph contain legal conclusions to which no response is
24 required. To the extent a response is required, Pacific Seafood denies the allegations in this
25 Paragraph.

26 133. The allegations in this Paragraph contain legal conclusions to which no response is
27 required. To the extent a response is required, Pacific Seafood denies the allegations in this
28 Paragraph.

134. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood denies the allegations in this Paragraph.

135. Pacific Seafood denies the allegations in this Paragraph.

136. Pacific Seafood denies the allegations in this Paragraph.

JURISDICTION, VENUE, AND COMMERCE

137. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood admits that the Court has subject matter jurisdiction to the extent Plaintiffs have suffered an injury cognizable under Article III of the United States Constitution.

138. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood denies the allegations in this Paragraph, including that the Court has personal jurisdiction over Defendants and that Plaintiffs suffered antitrust injury.

139. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood admits that venue in this District is appropriate. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

140. Pacific Seafood denies the allegations in this Paragraph, including that Pacific Seafood engaged in any anticompetitive conduct.

141. Pacific Seafood denies the allegations in this Paragraph, including that Pacific Seafood engaged in price-fixing or any unlawful activities.

INTRADISTRICT ASSIGNMENT

142. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood admits that assignment of this case to the San Francisco Division of the United States District Court for the Northern District of California is proper. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

FACTUAL ALLEGATIONS

I. Pacific NW Area Ex Vessel Dungeness Crab Industry

143. Pacific Seafood admits that Dungeness crab is a species of shellfish found in the Pacific Ocean and fished for human consumption. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

144. Pacific Seafood admits that: Dungeness crab is enjoyed fresh by consumers along the West Coast, including during holidays, and that a portion of the catch is also exported live to Asian markets, particularly China, but also Korea, Vietnam and other countries. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

145. The first sentence of this Paragraph purports to refer to the requirements for obtaining a commercial Dungeness crab fishing permit, and no response is required because each state's permitting requirements for commercial Dungeness crab fishing speak for themselves. To the extent a response is required, Pacific Seafood admits that: commercial Dungeness crab fishing requires a permit, known in California as a "registration," which is tied to a specific vessel; the Dungeness crab fishery is what is known as a "derby" fishery because there are no quotas and crabbers are permitted to catch as many Dungeness crabs as possible during the season. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

146. Pacific Seafood admits that unless delayed the season for commercial crab fishing in California's District 10 could start on November 15. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

147. Pacific Seafood denies the allegations in this Paragraph.

148. Pacific Seafood admits the allegations in this Paragraph.

149. Pacific Seafood admits that ex vessel buyers of Dungeness crab for resale are required to hold a receiver license issued by the state in which they make ex vessel purchases. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

150. Pacific Seafood admits that Pacific Seafood and other buyers resell Dungeness crab either live, fresh cooked, in sections, frozen, or canned. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

151. Pacific Seafood admits that during the 2023/24 season more than 55,650,000 lbs. of Dungeness crab was purchased in the Pacific NW area by more 239 licensed fish buyers, for a total reported price of more than \$207 million. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

152. Pacific Seafood denies the allegations in this Paragraph.

153. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed Co-Conspirator #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

154. Pacific Seafood admits that Bornstein, Caito, Hallmark, Ocean Gold, Pacific Seafood, and Safe Coast are members of the West Coast Seafood Processors Association ("WCSPA") and that WCSPA is a seafood industry trade association whose members operate in Washington, Oregon and California. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

155. Pacific Seafood denies the allegations in this Paragraph.

156. Pacific Seafood denies the allegations in this Paragraph.

157. Pacific Seafood denies the allegations in this Paragraph.

II. Defendants' Price-Fixing Cartel

A. Defendants' Cartel Arose Out of a Marked Increase in Dungeness Ex Vessel Prices Being Paid to Crabbers in the Pacific NW Area that Started in 2006/2007 Season and Continued Through the 2014/15 Season

158. Pacific Seafood denies the allegations in this Paragraph.

159. Pacific Seafood denies the allegations in this Paragraph.

160. Pacific Seafood denies the allegations in this Paragraph.

1 161. Pacific Seafood admits that Nor-Cal, Ocean King, and ASE purchase Dungeness
2 crab ex vessel. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

3 162. Pacific Seafood denies the allegations in this Paragraph.

4 163. Pacific Seafood denies the allegations in this Paragraph.

5 164. Pacific Seafood denies the allegations in this Paragraph.

6 165. Pacific Seafood denies the allegations in this Paragraph.

7 166. Pacific Seafood admits that there are crab buyers that lack processing operations or
8 a physical presence in some ports, and use independent hoists to offload the crab they purchase,
9 and transport the crab using refrigerated vans. Unless expressly admitted, Pacific Seafood denies
10 the allegations in this Paragraph.

11 167. Pacific Seafood admits only that independent hoist operators are often compensated
12 based on the weight of the crab being offloaded. Unless expressly admitted, Pacific Seafood denies
13 the allegations in this Paragraph.

14 168. Pacific Seafood admits that the ex vessel price received by a crabber for a load of
15 crab can soon be widely known among other fisherman who may then use that information to
16 negotiate with the same or different buyers to purchase their catches. Unless expressly admitted,
17 Pacific Seafood denies the allegations in this Paragraph.

18 169. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
19 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

20 170. Pacific Seafood denies the allegations in this Paragraph.

21 171. Pacific Seafood denies that it entered into any unlawful agreement with other ex
22 vessel buyers. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
23 remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this
24 Paragraph on this basis.

25 172. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
26 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed Co-
27
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Conspirators #1 and #2,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

173. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

174. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Unnamed Co-Conspirators #1 and #2,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

175. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Unnamed Co-Conspirators #1 and #2,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

176. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies those allegations on this basis.

177. Pacific Seafood denies the allegations in this Paragraph.

178. Pacific Seafood denies the allegations in this Paragraph.

B. Defendants Have Agreed to Allow Pacific Seafood to Set the Opening Price, which Has Resulted in Delayed Opening and a Lower Opening Price, which Is the Price at which a Large Portion of the Season’s Catch Is Traditionally Sold and Which Sets the Baseline Price for the Remainder of the Season

179. Pacific Seafood denies the allegations in this Paragraph.

180. Pacific Seafood denies the allegations in this Paragraph.

181. Pacific Seafood denies the allegations in this Paragraph.

182. Pacific Seafood denies the allegations in this Paragraph.

183. Pacific Seafood denies the allegations in this Paragraph.

1. 2019/20 Pacific NW Area Dungeness Crab Season

184. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

185. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

186. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

187. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

188. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statement by Mr. Bornstein described in this Paragraph was made, and accordingly denies the allegations in this Paragraph on this basis. Pacific Seafood denies the remaining allegations in this Paragraph.

189. Pacific Seafood denies the allegations in this Paragraph.

2. 2020/21 Pacific NW Area Dungeness Crab Season

190. Pacific Seafood denies the allegations in this Paragraph.

191. Pacific Seafood denies the allegations in this Paragraph.

192. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

193. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

194. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statement by Mr. Lay described in this Paragraph was made and denies the allegations in this Paragraph on that basis. Pacific Seafood denies the remaining allegations in this Paragraph.

195. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statements by Mr. Lay and Mr. Bornstein described in this Paragraph were made and denies the allegations in this Paragraph on that basis. Pacific Seafood denies the remaining allegations in this Paragraph.

196. Pacific Seafood denies the allegations in this Paragraph.

197. Pacific Seafood denies the allegations in this Paragraph.

198. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3. 2021/22 Pacific NW Area Dungeness Crab Season

199. Pacific Seafood denies the allegations in this Paragraph.

200. Pacific Seafood denies the allegations in this Paragraph.

201. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statement in a text message by “a crabber” described in this Paragraph was made and denies the allegations in this Paragraph on that basis. Pacific Seafood denies the remaining allegations in this Paragraph.

202. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

203. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statement by “the crabber” described in this Paragraph was made and denies the allegations in this Paragraph on that basis. Pacific Seafood denies the remaining allegations in this Paragraph.

4. 2022/23 Pacific NW Area Dungeness Crab Season

204. Pacific Seafood denies the allegations in this Paragraph.

205. Pacific Seafood denies the allegations in this Paragraph.

206. Pacific Seafood denies the allegations in this Paragraph.

207. Pacific Seafood denies the allegations in the first sentence of this Paragraph. Pacific Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

208. Pacific Seafood denies the allegations in this Paragraph.

209. Pacific Seafood denies the allegations in the first sentence of this Paragraph. Pacific Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

1 210. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 211. Pacific Seafood denies the allegations in this Paragraph.

4 212. The California Department of Fish and Wildlife's announcement reference in the
5 first sentence of this Paragraph speaks for itself and does not require a response. Pacific Seafood
6 admits that the California Department of Fish and Wildlife announced that the Dungeness crab
7 season for California ports would open on December 31, 2022. Pacific Seafood denies the
8 allegations in the final sentence in this Paragraph. Unless expressly admitted, Pacific Seafood
9 denies the allegations in this Paragraph.

10 213. Pacific Seafood denies the allegations in the first sentence in this Paragraph. Pacific
11 Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in
12 this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

13 214. Pacific Seafood denies the allegations in this Paragraph.

14 215. Pacific Seafood denies the allegations in this Paragraph.

15 216. Pacific Seafood denies the allegations in this Paragraph.

16 217. Pacific Seafood denies the allegation of the existence of any cartel or price fixing
17 agreement. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this
19 Paragraph on this basis.

20 218. Pacific Seafood denies the allegations in the second sentence in this Paragraph.
21 Pacific Seafood lacks knowledge or information sufficient to admit or deny the remaining
22 allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on
23 this basis.

24 219. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
25 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

26 220. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
27 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.
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221. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

222. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

223. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

224. Pacific Seafood denies the allegations in this Paragraph.

225. Pacific Seafood denies the allegations in this Paragraph.

226. Pacific Seafood denies the allegations in this Paragraph.

5. 2023/24 Pacific NW Area Dungeness Crab Season

227. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

228. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statement by Mr. Boland described in this Paragraph was made, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons and denies the allegations in this Paragraph on that basis. Pacific Seafood denies the remaining allegations in this Paragraph.

229. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statement by Mr. Boland described in this Paragraph was made since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons. Pacific Seafood denies the remaining allegations in this Paragraph.

230. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statement by Mr. Caito described in this Paragraph was made since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons and denies the

allegations in this Paragraph on that basis. Pacific Seafood denies the remaining allegations in this Paragraph.

231. Pacific Seafood denies the allegations in this Paragraph.

232. Pacific Seafood admits only that Daniel Obradovich and John Moody attended the “2023 Dungeness Crab Price Negotiations” organized by the Oregon Department of Agriculture. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

233. Pacific Seafood admits only that Daniel Obradovich and John Moody attended the “2023 Dungeness Crab Price Negotiations” organized by the Oregon Department of Agriculture. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

234. Pacific Seafood denies the allegations in this Paragraph.

235. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

6. 2024/25 Pacific NW Area Dungeness Crab Season

236. Pacific Seafood denies the allegations in this paragraph.

237. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

238. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

239. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

240. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

241. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

242. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 243. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 244. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5 C. **After the Opening, Defendants Closely Coordinate With One Another on Ex**
6 **Vessel Prices**

7 245. Pacific Seafood denies the allegations in this Paragraph.

8 246. Pacific Seafood denies the allegations in this Paragraph.

9 247. Pacific Seafood denies the allegations in this Paragraph.

10 248. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
11 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 249. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
13 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

14 250. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
15 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

16 251. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
17 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18 252. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
19 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

20 253. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
21 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

22 254. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
23 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed Co-
24 Conspirators #1 and #2," and for other reasons, and accordingly denies the remaining in this
25 Paragraph on this basis.

26 255. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
27 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.
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1 256. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 257. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5 258. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
6 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
7 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
8 this basis.

9 259. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
10 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

11 260. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
12 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

13 261. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
14 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

15 262. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
16 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17 263. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19 264. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21 265. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
22 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

23 266. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

25 267. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
26 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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1 268. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 269. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5 270. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
6 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

7 271. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

9 272. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
10 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

11 273. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
12 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

13 274. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
14 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

15 275. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
16 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17 276. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19 277. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21 278. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
22 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

23 279. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

25 280. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
26 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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1 281. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 282. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5 283. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
6 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

7 284. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

9 285. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
10 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

11 286. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
12 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

13 287. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
14 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

15 288. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
16 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17 289. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19 290. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21 291. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
22 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

23 292. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

25 293. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
26 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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294. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

295. Pacific Seafood denies the allegations in this Paragraph.

296. Pacific Seafood denies the allegations in this Paragraph.

297. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

298. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

299. Pacific Seafood denies the allegations in this paragraph.

D. Defendants Have Consolidated Their Control of the Pacific NW Area Ex Vessel Dungeness Crab Market by Purchasing and in Many Cases Shutting Down Erstwhile Competitors, Entering Into Exclusivity Arrangements with Port Operators, and Limiting Non-Cartel Members' Access to Hoists

1. Pacific Seafood

300. Pacific Seafood admits only that has acquired the stock or assets of other companies over the last four decades. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

301. Pacific Seafood denies the allegations in this Paragraph.

302. Pacific Seafood admits only that in 1983, it acquired a processing plant located in Warrenton, Oregon. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

303. Pacific Seafood admits only that in 1986, it acquired a processing plant located in Eureka, California. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

304. Pacific Seafood admits only that in 1990, it acquired a processing plant located in Charleston, Oregon. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

1 305. Pacific Seafood admits only that in 1993, it acquired Washington Crab Processor's
2 processing plant located in Westport, Washington. Unless expressly admitted, Pacific Seafood
3 denies the allegations in this Paragraph.

4 306. Pacific Seafood denies the allegations in this Paragraph.

5 307. Pacific Seafood admits only that it has acquired processing assets in the 2010s and
6 2020s. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

7 308. Pacific Seafood admits only that in the mid to late 2010s, non-party Ocean
8 Companies Holding Co., LLC acquired 49% of the stock of Ocean Gold. Unless expressly
9 admitted, Pacific Seafood denies the allegations in this Paragraph.

10 309. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
11 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 310. Pacific Seafood denies the allegations in this Paragraph.

13 311. Pacific Seafood denies the allegations in this Paragraph.

14 312. Pacific Seafood denies the allegations in this Paragraph.

15 313. Pacific Seafood denies the allegations in this Paragraph.

16 **2. Ilwaco Landing Fishermen**

17 314. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19 315. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in the first, third, and fourth sentences in this Paragraph and denies the allegations the
21 first, third, and fourth sentences in this Paragraph on that basis. Pacific Seafood denies the
22 remaining allegations in this Paragraph.

23 316. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

25 317. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
26 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 **3. Trinidad**

2 318. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
3 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4 319. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
5 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
6 Informant #1, and for other reasons, and accordingly denies the allegations in this Paragraph on
7 this basis.

8 320. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
9 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 321. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
11 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 **4. Eureka**

13 322. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
14 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

15 323. Pacific Seafood denies the allegations in the first sentence of this Paragraph. Pacific
16 Seafood lacks knowledge or information sufficient to admit or deny the allegations in second
17 sentence of this Paragraph, and accordingly denies the allegations in second sentence of this
18 Paragraph on this basis.

19 324. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21 325. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
22 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

23 326. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

25 **E. To Eliminate Price Pressure Formerly Created by Out of Port Buyers,**
26 **Defendants Have Agreed to Buy and Sell "Out the Back Door"**

27 327. Pacific Seafood denies the allegations in this Paragraph.

28 328. Pacific Seafood denies the allegations in this Paragraph.

1 **1. South Bend**

2 329. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
3 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4 330. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
5 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

6 **2. Caito**

7 331. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

9 332. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
10 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

11 333. Pacific Seafood denies the allegations in this Paragraph regarding any purported
12 “agreement.” Pacific Seafood lacks knowledge or information sufficient to admit or deny the
13 remaining allegations in the first sentence of this Paragraph, since Plaintiffs’ counsel refuses to
14 identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the
15 allegations on this basis. Pacific Seafood denies the remaining allegations in this Paragraph.

16 **3. San Francisco**

17 334. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Unnamed Co-conspirator
19 #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

20 335. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
21 allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Unnamed Co-conspirator
22 #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

23 **4. Crescent City**

24 336. Pacific Seafood denies the allegations in this Paragraph.

25 337. Pacific Seafood admits only that it has the right to use two hoists located in Crescent
26 City, California. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
27 remaining allegations set forth in this Paragraph, and accordingly denies the allegations in this
28 Paragraph on this basis.

338. Pacific Seafood denies the allegations in the second sentence of this Paragraph. Pacific Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the remaining allegations in this Paragraph on this basis.

339. Pacific Seafood denies the allegations in this Paragraph.

F. Defendants Aggressively Coerce Compliance by Each Other by and by Other Buyers with the Agreed Upon Pricing

1. During the 2022/23 and 2023/24 Seasons, a New Buyer Sought to Capture Market Share by Offering Higher Prices; Defendants Sought to Bring Him into the Cartel and When This Failed Inflicted Repeated Punishments

340. Pacific Seafood denies the allegations in this Paragraph.

341. Pacific Seafood denies the allegations in this Paragraph.

a. January 2023: Nor-Cal's Kevin Lee and Pacific Seafood's Frank Dulcich Solicited Confidential Buyer Informant #1 to Participate in Cartel, Then Punished him When He Refused

342. Pacific Seafood denies the allegations in this Paragraph.

343. Pacific Seafood denies the allegations in the first sentence of this Paragraph. Pacific Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the remaining allegations in this Paragraph on this basis.

344. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

345. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

346. Pacific Seafood denies the allegation in the Paragraph of the purported existence of any cartel. Pacific Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the remaining allegations in this Paragraph on this basis.

b. In Early 2023, Safe Coast's Max Boland Tried to Get Confidential Buyer Informant to Toe the Cartel's Line on Ex Vessel Prices Set by Pacific Seafood

347. Pacific Seafood denies the allegations in this Paragraph.

348. Pacific Seafood denies the allegations in this Paragraph.

c. February/March 2023: In Response to Confidential Buyer Informant #1's Publicized Offer of a Higher Ex Vessel Price, Multiple Cartel Members Told Confidential Buyer Informant #1 to Lower His Ex Vessel Price

349. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

350. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

351. Pacific Seafood denies the allegations in this Paragraph.

d. April/May 2023: More Cartel Members Tell Confidential Buyer Informant to Lower His Ex Vessel Price

352. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Fish Buyer #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

353. Pacific Seafood denies the allegations in this Paragraph.

e. **July/August 2023: Pacific Seafood Interfere in Confidential Informant's Effort to Establish a Buyer Operation in Eureka**

354. Pacific Seafood denies the allegations in this Paragraph.

355. Pacific Seafood denies the allegations in this Paragraph.

356. Pacific Seafood denies the allegations in this Paragraph.

357. Pacific Seafood denies the allegations in this Paragraph.

f. **August 2023: Bornstein's Andrew Bornstein and Mike Shirley Offer Confidential Buyer Informant Significant Benefits if He Joins the Cartel in the up Coming Season**

358. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

359. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

360. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

g. **Early/Mid-December 2023: Pacific Seafood's Brett Hester Threatened Confidential Buyer Informant #1 After He Did Not Comply With Pacific Seafood's Opening Price Instruction**

361. Pacific Seafood denies the allegations in this Paragraph.

362. Pacific Seafood denies the allegations in this Paragraph.

363. Pacific Seafood denies the allegations in this Paragraph.

h. **Late December 2023: Nor-Cal's Kevin Lee Again Sought to Bring Confidential Buyer Informant #1 into the Cartel**

364. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

365. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

366. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

367. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

i. **December 2023/January 2024: Pacific Seafood Instructs Other Defendants Not to Do Business With Confidential Buyer Informant #1**

368. Pacific Seafood denies the allegations in this Paragraph.

369. Pacific Seafood denies the allegations in this Paragraph.

370. Pacific Seafood denies the allegation of calls made by Pacific Seafood. Pacific Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the remaining allegations in this Paragraph on this basis.

j. **Early-January 2024: Confidential Buyer Informant #1 Is Threatened by Cartel Members for Raising Ex Vessel Prices and Has Business Deals Interfered With as Punishment**

371. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

372. Pacific Seafood denies the allegations in this Paragraph.

373. Pacific Seafood denies the allegations in this Paragraph.

374. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

375. Pacific Seafood denies the allegations in this Paragraph.

376. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

k. **January 2024: Defendants Take a Series of Actions in Charleston, OR to Punish Buyer Informant #1 and Drive Him Out of Port**

377. Pacific Seafood denies the allegations in this Paragraph.

378. Pacific Seafood denies the allegations in this Paragraph.

379. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

380. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

381. Pacific Seafood denies the allegations in this Paragraph.

1 382. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
3 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
4 this basis.

5 383. Pacific Seafood denies the allegations in this Paragraph.

6 384. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
7 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
8 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
9 this basis.

10 385. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
11 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
12 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
13 this basis.

14 386. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
15 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
16 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
17 this basis.

18 387. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
19 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
20 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
21 this basis.

22 388. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
23 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
24 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
25 this basis.

26 389. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
27 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
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Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

390. Pacific Seafood denies the allegations in this Paragraph.

1. **Mid/Late-January 2024: Representatives of Defendants and Other Co-Conspirators Met at San Francisco’s Pier 45 and Devised a Plan to Run Confidential Buyer Informant #1 Out of Business**

391. Pacific Seafood denies the allegations in this Paragraph.

392. Pacific Seafood denies the allegations in this Paragraph.

393. Pacific Seafood denies the allegations in this Paragraph.

394. Pacific Seafood denies the allegations in this Paragraph.

395. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

396. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

397. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

398. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

399. Pacific Seafood denies the allegations in this Paragraph.

400. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

2. Other Buyers Have Also Been Threatened by Defendants About Breaking Ranks on Price and Have Been Punished for Doing So

a. Early-January 2023: Nor-Cal and Unnamed Co-conspirator #1 Dropped the Ex Vessel Prices They Were Offering After Being Warned By Defendants to Toe the Line

401. Pacific Seafood denies the allegations in this Paragraph.

402. Pacific Seafood denies the allegations in this Paragraph.

b. Mid-January 2023: Pacific Seafood Flooded the Sell-Side Markets of Non-Compliant Buyers with Cheap Crabs

403. Pacific Seafood denies the allegations in this Paragraph.

404. Pacific Seafood denies the allegations in this Paragraph.

405. Pacific Seafood denies the allegations in this Paragraph.

c. Late-December 2023: Pacific Seafood Sent Buyers, Including Non-Cartel Members, a Warning About Paying Over the Ex Vessel Price Set By It

406. Pacific Seafood denies the allegations in this Paragraph.

407. Pacific Seafood denies the allegations in this Paragraph

d. Pacific Seafood Uses Its Dominance in Other Areas of Seafood to Enforce Compliance with the Cartel's Dungeness Crab Pricing Dictates

408. Pacific Seafood denies the allegations in this Paragraph.

409. Pacific Seafood admits that some Dungeness crab buyers also sell different species of fish to their customers. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

3. As a Result, When Defendants and Other Buyers Pay Ex Vessel Prices Above the "Fixed Price" They Seek to Hide that Fact, Which Doesn't Make Economic Sense Absent a Price-Fixing Agreement

410. Pacific Seafood denies the allegations in this Paragraph.

1 411. Pacific Seafood denies the allegations in this Paragraph.

2 412. Pacific Seafood denies the allegations in this Paragraph.

3 413. Pacific Seafood denies the allegations in this Paragraph.

4 414. Pacific Seafood denies the allegations in this Paragraph.

5 415. Pacific Seafood denies the allegations in this Paragraph.

6 416. Pacific Seafood denies the allegations in this Paragraph.

7 417. Pacific Seafood denies the allegations in this Paragraph.

8 418. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
9 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 419. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
11 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 420. The California Department of Fish and Wildlife's landing records speak for
13 themselves and do not require a response. To the extent a response is required, Pacific Seafood
14 lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and
15 accordingly denies the allegations in this Paragraph on this basis.

16 421. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
17 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18 422. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
19 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

20 423. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
21 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

22 424. Pacific Seafood denies the allegations in this Paragraph.

23 425. Pacific Seafood denies the allegations in this Paragraph.

24 426. Pacific Seafood denies the allegations in this Paragraph.

25 427. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
26 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

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1 428. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 429. Pacific Seafood denies the allegations in this Paragraph.

4 430. Pacific Seafood denies the allegations in this Paragraph.

5 431. Pacific Seafood denies the allegations in this Paragraph.

6 432. Pacific Seafood denies the allegations in this Paragraph.

7 433. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed Co-conspirator
9 #2," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

10 434. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
11 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 435. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
13 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed Co-conspirator
14 #2," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

15 **G. In Order to Defend Their Cartel Pricing, Defendants Threaten and Punish**
16 **Crabbers who Sell Crab Ex Vessel for Prices Higher than the Cartel Price**

17 436. Pacific Seafood denies the allegations in this Paragraph.

18 437. Pacific Seafood denies the allegations in this Paragraph.

19 438. Pacific Seafood denies the allegations in this Paragraph.

20 439. Pacific Seafood denies the allegations in this Paragraph.

21 **1. Pacific Seafood**

22 440. Pacific Seafood admits that the season for Dungeness crab season and other fishery
23 seasons are only open certain months of the year. Unless expressly admitted, Pacific Seafood
24 denies the allegations in this Paragraph.

25 441. Pacific Seafood denies the allegations in this Paragraph.

26 442. Pacific Seafood denies the allegations in this Paragraph.

27 443. Pacific Seafood denies the allegations in this Paragraph.

1 444. Pacific Seafood denies the allegations in this Paragraph.

2 **2. Hallmark**

3 445. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5 446. Pacific Seafood denies the allegations in this Paragraph.

6 447. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
7 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 448. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
9 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 449. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
11 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 450. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
13 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
14 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
15 this basis.

16 451. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
17 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18 452. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
19 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
20 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
21 this basis.

22 453. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
23 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
24 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
25 this basis.

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1 **3. Ocean Gold**

2 454. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
3 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
4 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
5 this basis.

6 455. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
7 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
8 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
9 this basis.

10 **III. Buyers Who Are Not Part of the Cartel, Nonetheless, Generally Obey Its Pricing**
11 **Dictates in Order to Avoid Retaliatory Actions by Defendants**

12 456. Pacific Seafood denies the allegations in this Paragraph.

13 457. Pacific Seafood denies the allegations in this Paragraph.

14 458. Pacific Seafood denies the allegations in this Paragraph.

15 459. Pacific Seafood denies the allegations in this Paragraph.

16 **ANTITRUST INJURY**

17 460. Pacific Seafood denies the allegations in this Paragraph and each of its
18 subparagraphs.

19 461. Pacific Seafood denies the allegations in this Paragraph.

20 462. Pacific Seafood denies the allegations in this Paragraph.

21 463. Pacific Seafood denies the allegations in this Paragraph.

22 464. Pacific Seafood denies the allegations in this Paragraph.

23 **CLASS ACTION ALLEGATIONS**

24 465. The allegations in this Paragraph contain legal conclusions to which no response is
25 required. To the extent a response is required, Pacific Seafood denies the allegations in this
26 Paragraph, and denies that a class should be certified in this case.

1 466. The allegations in this Paragraph contain legal conclusions to which no response is
2 required. To the extent a response is required, Pacific Seafood denies the allegations in this
3 Paragraph, and denies that a class should be certified in this case.

4 467. Pacific Seafood admits that the Second Amended Complaint purports to exclude
5 from the alleged putative classes they propose: Defendants, their parent companies, subsidiaries
6 and affiliates, officers, executives, and employees; Defendants' attorneys in this case; federal
7 government entities and instrumentalities; states or their subdivisions; and all judges and jurors
8 assigned to this case, and denies that a class should be certified in this case.

9 468. The allegations in this Paragraph contain legal conclusions to which no response is
10 required. To the extent a response is required, Pacific Seafood denies the allegations in this
11 Paragraph, and denies that a class should be certified in this case.

12 469. Pacific Seafood denies the allegations in this Paragraph, and denies that a class
13 should be certified in this case.

14 470. The allegations in this Paragraph contain legal conclusions to which no response is
15 required. To the extent a response is required, Pacific Seafood denies the allegations in this
16 Paragraph, and denies that a class should be certified in this case.

17 471. The allegations in this Paragraph contain legal conclusions to which no response is
18 required. To the extent a response is required, Pacific Seafood denies the allegations in this
19 Paragraph and each of its subparagraphs, and denies that a class should be certified in this case.

20 472. The allegations in this Paragraph contain legal conclusions to which no response is
21 required. To the extent a response is required, Pacific Seafood denies the allegations in this
22 Paragraph and each of its subparagraphs, and denies that a class should be certified in this case.

23 473. The allegations in this Paragraph contain legal conclusions to which no response is
24 required. To the extent a response is required, Pacific Seafood denies the allegations in this
25 Paragraph, and denies that a class should be certified in this case.

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1 474. The allegations in this Paragraph contain legal conclusions to which no response is
2 required. To the extent a response is required, Pacific Seafood denies the allegations in this
3 Paragraph, and denies that a class should be certified in this case.

4 475. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
5 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis,
6 and denies that a class should be certified in this case.

7 **DELAYED DISCOVERY/FRAUDULENT CONCEALMENT**

8 476. Pacific Seafood denies the allegations in this Paragraph.

9 477. Pacific Seafood denies the allegations in this Paragraph.

10 478. Pacific Seafood denies the allegations in this Paragraph.

11 479. Pacific Seafood denies the allegations in this Paragraph.

12 480. Pacific Seafood denies the allegations in this Paragraph.

13 481. Pacific Seafood denies the allegations in this Paragraph.

14 482. Pacific Seafood denies the allegations in this Paragraph.

15 **CLAIMS FOR RELIEF**

16 **FIRST CAUSE OF ACTION**

17 **Unlawful Agreements in Restraint of Trade in Violation of Section 1 of the Sherman Act,**

18 **15 U.S.C. § 1**

19 **(Against All Defendants on Behalf of Plaintiffs and the Sherman Act Class)**

20 483. Pacific Seafood incorporates its responses to each Paragraph above as if fully herein.

21 484. Pacific Seafood denies the allegations in this Paragraph.

22 485. Pacific Seafood denies the allegations in this Paragraph.

23 486. Pacific Seafood denies the allegations in this Paragraph.

24 487. Pacific Seafood denies the allegations in this Paragraph.

25 488. Pacific Seafood denies the allegations in this Paragraph and each of its
26 subparagraphs.

27 489. Pacific Seafood denies the allegations in this Paragraph.

1 490. Pacific Seafood denies the allegations in this Paragraph.

2 491. Pacific Seafood denies the allegations in this Paragraph.

3 492. Pacific Seafood denies the allegations in this Paragraph.

4 **SECOND CAUSE OF ACTION**

5 **Combination in Restraint of Trade in Violation of the California Cartwright Act, Cal. Bus.**
6 **and Prof. Code Sections 16720, et seq.**

7 **(Against All Defendants on Behalf of Plaintiffs and the California Class)**

8 493. Pacific Seafood incorporates its response to each Paragraph above as if fully herein.

9 494. Pacific Seafood denies the allegations in this Paragraph.

10 495. Pacific Seafood denies the allegations in this Paragraph.

11 496. Pacific Seafood denies the allegations in this Paragraph.

12 497. Pacific Seafood denies the allegations in this Paragraph.

13 498. Pacific Seafood denies the allegations in this Paragraph.

14 **THIRD CAUSE OF ACTION**

15 **Violation of the California Unfair Competition Law, Cal. Bus and Prof. Code § 17200, et**
16 **seq.**

17 **(Against All Defendants on Behalf of Plaintiff Little and the California Class)**

18 499. Pacific Seafood incorporates its responses to each Paragraph above as if fully herein.

19 500. Pacific Seafood denies the allegations in this Paragraph.

20 501. Pacific Seafood denies the allegations in this Paragraph and each of its
21 subparagraphs.

22 502. Pacific Seafood denies the allegations in this Paragraph.

23 503. Pacific Seafood denies the allegations in this Paragraph.

24 504. Pacific Seafood denies the allegations in this Paragraph.

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FOURTH CAUSE OF ACTION

For Declaratory Relief Under 28 U.S.C. § 2201

(Against All Defendants on Behalf of Plaintiff and All Classes)

505. Pacific Seafood incorporates its responses to each Paragraph above as if fully herein.

506. Pacific Seafood denies the allegations in this Paragraph.

PRAYER FOR RELIEF

DEMAND FOR JURY TRIAL

Pacific Seafood denies that Plaintiffs are entitled to certification of any class, declaratory judgment, damages of any kind, injunctive relief of any kind, or any of the other relief they purport to seek and accordingly, Pacific Seafood denies each and every factual allegation contained in Plaintiffs' Prayer for Relief. Pacific Seafood admits that Plaintiffs request "trial by jury for all matters so triable."

SEPARATE AND ADDITIONAL DEFENSES

Without admitting the existence of any contract, combination, or conspiracy in restraint of trade, and expressly denying same, by way of avoidance, and as a precautionary matter, and without assuming any burden of proof that it would not otherwise bear, Pacific Seafood also asserts the following separate and additional defenses:

FIRST DEFENSE

(Lack of Standing)

Plaintiffs lack standing to assert their claims. Among other things, Plaintiffs have not sustained any injury, cognizable damage, or other harm as a result of conduct alleged in the Second Amended Complaint because, among other things, Plaintiffs did not sell Dungeness crab ex vessel to Pacific Seafood within the limitations period. Claims of putative class members also fail for lack of standing. Pacific Seafood reserves the right to challenge the standing of each putative class member.

1 **SECOND DEFENSE**

2 **(Lack of Antitrust Injury)**

3 Plaintiffs' claims are barred, in whole or in part, because Plaintiffs suffered no antitrust
 4 injury (i.e., a type of injury that the antitrust laws were intended to remedy). Among other things,
 5 Plaintiffs have not sustained any injury, cognizable damage, or other harm as a result of conduct
 6 alleged in the Second Amended Complaint, or any alleged harm is too remote, because, among
 7 other things, Plaintiffs did not sell Dungeness crab ex vessel to Pacific Seafood within the
 8 limitations period, or to any ex vessel purchasers participating in the alleged conspiracy. In
 9 addition, Plaintiff Burns has never sold Dungeness crab ex vessel and does not have the legal
 10 right to assert claims that may have belonged to her deceased husband. Claims of putative class
 11 members also fail for lack of standing. Pacific Seafood reserves the right to challenge the
 12 antitrust standing of each putative class member.

13
 14 **THIRD DEFENSE**

15 **(Failure to State a Claim)**

16 Plaintiffs fail to state a claim upon which relief can be granted. Plaintiffs have not
 17 plausibly alleged that Pacific Seafood engaged in any unlawful conduct, and the evidence will
 18 show that Pacific Seafood did not enter into any alleged unlawful combination, contract, or
 19 conspiracy, as Plaintiffs allege.

20
 21 **FOURTH DEFENSE**

22 **(State Action Doctrine)**

23 Plaintiffs' and putative class members' claims are barred, in whole or in part, by immunity
 24 granted directly by state law or by the state action doctrine, *see Parker v. Brown*, 317 U.S. 341
 25 (1943). Plaintiffs allege that Pacific Seafood can be liable for antitrust violations because of its
 26 participation in meetings that were actively supervised by state agencies pursuant to a clearly
 27 articulated and affirmatively expressed state legislative policy to displace competition and allow
 28

1 fishermen and buyers to bargain and negotiate prices collectively, even though such conduct is
 2 immunized by state and federal law.

4 **FIFTH DEFENSE**

5 **(First Amendment and *Noerr-Pennington* Doctrine)**

6 The claims of the Plaintiffs and putative class members are barred, in whole or in part,
 7 insofar as they challenge the exercise of rights protected by the First Amendment of the United
 8 States Constitution and by the *Noerr-Pennington* doctrine. Plaintiffs allege that Pacific Seafood
 9 can be liable for antitrust violations because of its and/or other Defendants' participation in
 10 meetings, including meetings with other buyers or government officials, which as alleged
 11 concerned petitioning or lobbying activities that are immunized by state and federal law.

13 **SIXTH DEFENSE**

14 **(Justified and/or Pro-Competitive Conduct)**

15 Plaintiffs and putative class members' claims are barred, in whole or in part, because all of
 16 Pacific Seafood's conduct challenged by Plaintiffs was lawful, fair, non-deceptive, expressly
 17 authorized by law, justified, and pro-competitive; it constituted a bona fide business practice
 18 consistent with industry practices and was carried out in furtherance of legitimate business
 19 interests; and it was a part of Pacific Seafood's lawful business operations. For example, Pacific
 20 Seafood has innovated, improved market efficiencies, and increased overall demand and output
 21 for Dungeness crab by developing new markets for the sale and resale of fresh, fresh frozen,
 22 frozen Dungeness crab, and expanding other existing markets.

24 **SEVENTH DEFENSE**

25 **(Statute(s) of Limitations)**

26 Plaintiffs' and putative class members' claims are barred, in whole or in part, by the
 27 applicable statute of limitations. Plaintiffs seek to recover damages from January 1, 2016 to the
 28

present. However, Plaintiffs' claims are subject to a four-year statute of limitations, and those claims accrued at the time Plaintiffs were paid an ex vessel price that they claim was artificially suppressed as the result of an alleged conspiracy. Accordingly, Plaintiffs' claims based on ex vessel sales that occurred prior to March 13, 2019—four years before the original Complaint was filed—are time-barred.

EIGHTH DEFENSE

(Failure to Allege Fraud or Fraudulent Conspiracy with Particularity)

Plaintiffs' and putative class members' claims are barred, in whole or in part, because Plaintiffs have failed to allege fraud or fraudulent concealment with sufficient particularity. Plaintiffs attempt to avoid dismissal of their untimely claims by including "fraudulent concealment" allegations. Fraudulent concealment is subject to the heightened pleading requirements of Rule 9(b) of the Federal Rules of Civil Procedure. Plaintiffs have not plead with particularity, and cannot prove with evidence, that Pacific Seafood affirmatively misled Plaintiffs, and that Plaintiffs had neither actual nor constructive knowledge of the facts giving rise to their alleged claims despite exercising diligence to try to uncover those facts.

NINTH DEFENSE

(Laches/Waiver/Estoppel)

Plaintiffs' and putative class members' claims are barred, in whole or in part, by the doctrines of laches, waiver, and/or estoppel. Plaintiffs delayed filing this lawsuit for an unreasonable and inexcusable length of time from the time Plaintiffs knew or reasonably should have known of their claims against Pacific Seafood. Plaintiffs failed to exercise diligence to discover their alleged claims, or Plaintiffs had either actual or constructive knowledge of the facts they contend give rise to their alleged claims but failed to assert those claims within a reasonable time. Plaintiffs were aware of the claims they allege and intended to relinquish them. Pacific Seafood has suffered prejudice in its ability to defend this case due to Plaintiffs' failure to assert

1 their alleged claims within a reasonable time. Plaintiffs are now estopped from asserting their
2 claims now because of such delay and waiver.

3
4 **TENTH DEFENSE**

5 **(Unclean Hands)**

6 Plaintiffs' and putative class members' claims are barred, in whole or in part, by the
7 doctrine of unclean hands, to the extent that Plaintiffs and putative class members have engaged
8 in fraud or willful misconduct related to the subject matter of their claims or were significantly
9 involved in illegal conduct, including illegal collective price-bargaining, price-fixing or other
10 violations of the antitrust or unfair competition laws.

11
12 **ELEVENTH DEFENSE**

13 **(Lack of Damages/Mitigation)**

14 Antitrust plaintiffs have a duty to mitigate their damages. Plaintiffs and putative class
15 members have no damages or have failed to mitigate damages, if any. Plaintiffs' and putative
16 class members' alleged damages, if any, were not caused by Pacific Seafood.

17
18 **TWELFTH DEFENSE**

19 **(Causation)**

20 Plaintiffs' and putative class members' claims are barred, in whole or in part, because the
21 injuries, damages, and losses alleged in the Second Amended Complaint, none being admitted,
22 may have resulted, at least in part, because any alleged injuries and damages were not legally or
23 proximately caused by any acts or omissions of Pacific Seafood, and/or were caused, if at all,
24 solely and proximately by the conduct of Plaintiffs themselves, other Defendants, or from
25 independent, unforeseeable, superseding, and/or intervening causes including, but not limited to,
26 independent market forces and actions by or decision made by other individuals or entities not
27 party to this lawsuit.

THIRTEENTH DEFENSE**(Failure to State a Claim for Certification of a Class)**

Plaintiffs' class action allegations are vague, overbroad, and otherwise fail to state a claim for class treatment pursuant to Rule 23 of the Federal Rules of Civil Procedure. Among other things, Plaintiffs will be unable to show that common issues predominate over individual ones or that class treatment will be a superior method for resolution of this case as required to certify a class under Rule 23(b)(3).

FOURTEENTH DEFENSE**(Constitutional Right to Separate Trials)**

The class action claims are barred, in whole or in part, to the extent that certification of this action as a class action would violate Pacific Seafood's constitutional right to separate trials and/or to assert separate defenses for each claim by each putative class member.

FIFTEENTH DEFENSE**(Due Process)**

The class action claims are barred, in whole or in part, to the extent that they seek to deprive Pacific Seafood of procedural and substantive safeguards, including, but not limited to, traditional defenses to liability, or duplicative recovery of alleged overcharges, in violation of the due process clause of the United States Constitution and analogous provisions of the California Constitution. This includes that, to the extent Plaintiffs and the proposed class seek relief on behalf of purported class members who have not suffered any injury or damages, the Second Amended Complaint and each of its claims for relief therein violate Pacific Seafood's rights to due process under the United States Constitution.

SIXTEENTH DEFENSE**(Acquiescence)**

Plaintiffs' and putative class members' claims are barred, in whole or in part, by the Plaintiffs' knowing acquiescence to the restraints of trade alleged in the Second Amended Complaint. Plaintiffs' claims are based on the allegation that Pacific Seafood delayed in offering a season opening price. Among other things, Plaintiffs and putative class members acquiesced in that alleged conduct, and their claims are barred, because Plaintiffs chose to remain in port, rather than exercise the option to fish on open ticket.

SEVENTEENTH DEFENSE**(Duplicative Recovery)**

Plaintiffs' and class members' claims are barred in whole or in part to the extent that they seek or would recover double or duplicative recovery, for instance, by attempting to recover from Pacific Seafood any portion of their damages already paid by settling Defendants or other alleged co-conspirators, who have settled, or do settle, Plaintiffs' claims in this action.

EIGHTEENTH DEFENSE**(Setoff)**

Plaintiffs' and putative class members' claims are barred, in whole or in part, by Pacific Seafood's right to set off any amounts paid by any Defendants or other alleged co-conspirators, who have settled, or do settle, Plaintiffs' claims in this action.

NINETEENTH DEFENSE**(Lack of Personal Jurisdiction)**

The Court lacks personal jurisdiction over claims asserted in this action. Pacific Seafood does not consent to the exercise of personal jurisdiction, and asserts that the exercise of jurisdiction over those claims would violate due process, because among other reasons, Pacific

1 Seafood's state of incorporation and principal place of business is located outside of California.
 2 Pacific Seafood reserves the right to seek dismissal, or otherwise prevent the assertion by
 3 Plaintiffs, of those claims prior to the trial in this action.

4 5 **TWENTIETH DEFENSE**

6 **(Multiple Conspiracies)**

7 Plaintiffs' and putative class members' claims are barred, in whole or in part, to the extent
 8 they rely on proof of a conspiracy different from, broader than, or narrower than the conspiracy
 9 alleged in the Third Amended Complaint, including, without limitation, where the evidence
 10 shows multiple localized or time-limited agreements (if any), and by different defendants (if any)
 11 in different locations and at different times, rather than a single, overarching conspiracy across all
 12 times and locations as alleged in the Third Amended Complaint.

13 14 **RESERVATIONS**

15 Pacific Seafood adopts and incorporates by reference any and all other defenses asserted by
 16 any other Defendant to the extent that the defense would apply to Pacific Seafood. Pacific Seafood
 17 further reserves the right to amend this Answer for the purpose of asserting any such additional
 18 affirmative defenses. Pacific Seafood further reserves the right to assert other defenses as this
 19 action proceeds up to and including the time of trial.

20 **PACIFIC SEAFOOD'S PRAYER FOR RELIEF**

21 WHEREFORE, Pacific Seafood prays for relief as follows:

- 22 1. That the Court award Pacific Seafood judgment in its favor on all of Plaintiffs'
 23 claims and dismiss this action with prejudice.
- 24 2. That the Court award Pacific Seafood all other and further relief deemed just and
 25 reasonable.

26 Pacific Seafood hereby demands a trial by jury of all aspects of the case so triable.
 27
 28

1 DATED: September 23, 2025

STOEL RIVES LLP

2 *s/ Timothy W. Snider*

3 CHARLES H. SAMEL, Bar No. 182019

4 charles.samel@stoel.com

MATTHEW D. SEGAL, Bar No. 190938

5 matthew.segal@stoel.com

TIMOTHY W. SNIDER

6 timothy.snider@stoel.com

7 *Attorneys for Pacific Seafood Defendants*

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PACIFIC SEAFOOD DEFENDANTS
ANSWER TO PLAINTIFFS' SECOND
AMENDED CLASS ACTION COMPLAINT